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The Ohio court pointed out that it would be impossible to set a rate of speed that would be suitable under all conditions, and invoked "the rule of reason" in holding valid a statute similar to the one in the principal case. *State v. Shaefer*, 117 N. E. 220. The Nebraska Court in *Schultz v. State*, 89 Neb. 34, upheld a similar statute. The Texas Court in *Solan & Billings v. Pasche*, 153 S. W. 672, said by way of *dictum* that a statute such as was upheld in the principal case was void for indefiniteness, but held that it was sufficiently definite as a remedial statute imposing a civil duty so as to render its violation negligence *per se*. A statute forbidding the driving of automobiles in excess of a certain speed "in the business portion" of cities was not void for indefiniteness. *People v. Dow*, 155 Mich. 115. See also 18 MICH. L. REV. 810, and L. R. A. 1918 D, 132.

DEAD BODIES—PROPERTY IN A CORPSE.—The plaintiff's mother was interred in a burying ground which had been dedicated to that purpose by the original owner. Defendant, without the knowledge or consent of the plaintiff, acting through its employees, disinterred the body, and reinterred it at a place unknown to the plaintiff. A statute provides that wherever trespass will lie an action on the case may be maintained. *Held*, that trespass would lie for such disinterment, and that title and possession of the burial lot are not necessarily involved in the right sought to be protected. *England v. Central Pocahontas Coal Co.* (W. Va., 1920), 104 S. E. 46.

Although the reasoning of the court is not altogether clear, it would seem that it considers the corpse as the property of the plaintiff, for, in holding that trespass would lie, it states specifically that title and possession of the lot are immaterial. This case goes much further than the great majority of decisions on this subject, for in most of the decided cases the courts have refused to recognize the right of property in a corpse. In fact, the American courts have been almost unanimous in holding that the right in a corpse is in the nature of a "quasi property" right, and nothing more. See *Keyes v. Konkel*, 119 Mich. 550, and cases there cited. The general view seems to be that to entitle one to an action of trespass he must have actual or constructive possession of the soil where the body is interred. *Bessemer Land & Improvement Co. v. Jenkins*, 111 Ala. 135; *Meagher v. Driscoll*, 99 Mass. 281. In *Pettigrew v. Pettigrew*, 207 Pa. 313, however, the court holds distinctly that the widow of the deceased has a property right in the corpse, and the same view is taken in *Mines v. Canadian Pacific Ry. Co.*, 3 Alberta L. Rep. 408. In *Larson v. Chase*, 47 Minn. 307, an action for mutilation of the corpse, the court indicates clearly that it considers the corpse as the property of the next of kin. The principal case seems to uphold that proposition.

EASEMENTS—ORAL AGREEMENT TO RESTRICT—ENFORCEMENT.—The vendor of lots made an oral promise to the vendee that certain building restrictions in the latter's deed would be imposed upon the other lots in the area. In a suit to enjoin the conveyance of the other lots free from restrictions. *held*,